

INDEXING INSTRUCTIONS: Lot 950, First Addition to revised plan, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, DeSoto County, Mississippi.

### **SUBSTITUTION OF TRUSTEE**

WHEREAS, on May 4, 2007, Cassandra Olivia Flores and Randy Flores a/k/a Randy Flores Jr., executed a Deed of Trust to Arnold M. Weiss, Trustee for the use and benefit of Mortgage Electronic Registration Systems, Inc., acting solely as nominee for Homecomings Financial LLC (F/K/A Homecomings Financial Network, Inc.), its successors and assigns which Deed of Trust is on file and of record in the office of the Chancery Clerk of De Soto County, Mississippi, in Deed of Trust Record Book 2718, Page 446 thereof; describing the following property:

Lot 950, First Addition to revised plan, Section C, Southaven Subdivision, in Section 23, Township 1 South, Range 8 West, as per plat there recorded in Plat Book 2, Page 26, in the office of the Chancery Clerk of DeSoto County, Mississippi.

Property Address:  
8373 Whitehead Cove  
Southaven, MS 38671

Being the same property conveyed to Claude R. Zellers and Shirley M. Zellers, husband and wife, by Warranty Deed, from Charles Perry Peden, dated 6/6/2001, filed of record on 06/13/2001, Book 394 Page 45, in the aforesaid Register's Office.

WHEREAS, the undersigned is the present holder and beneficiary of the deed of trust; and

WHEREAS, under the terms of said Deed of Trust the beneficiary or any assignee is authorized to appoint a Trustee in the place and stead of the original Trustee or any successor Trustee in said Deed of Trust; and

Should the undersigned become the last and highest bidder at the foreclosure sale, the Substitute Trustee is hereby authorized to transfer and assign said bid to convey title to said foreclosed property to the the said Federal National Mortgage Association, its successors and assignsThe statement in the Substitute Trustee's Deed that the undersigned has requested the transfer of its bid to Grantee(s) in the Substitute Trustee's Deed shall be binding on the undersigned and conclusive evidence in favor of the assignee or other parties thereby, and that the Substitute Trustee is duly authorized and empowered to execute same.

NOW THEREFORE, the undersigned does hereby appoint and substitute **NATIONWIDE TRUSTEE SERVICES, INC.**, as Trustee in said Deed of Trust, the said **NATIONWIDE TRUSTEE SERVICES, INC.**, to have all the rights, powers and privileges of the Trustee named in said Deed of Trust.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed on this  
the 8 day of August, 2008.

**POWER OF ATTORNEY**  
**ATTACHED AS EXHIBIT A**

GMAC MORTGAGE, LLC

By: [Signature]

Its AIF

STATE OF Georgia  
COUNTY OF DeKalb

I CBolden, a Notary Public in and for said State and County hereby  
certify that Joel Freedmen who is Attorney in Fact for GMAC  
MORTGAGE, LLC a corporation/limited liability company signed the foregoing conveyance  
with full authority, executed the same voluntarily for and as the act of said corporation/limited  
liability company, acting in its capacity as attorney in fact on this day.

Given under my hand this 8 day of August, 2008.

CBolden  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

Notary Public, State of Georgia  
DeKalb County  
My Commission Expires Jan. 28, 2011

Prepared by and Return To:

**0724033MS**  
NATIONWIDE TRUSTEE SERVICES, INC.  
1587 Northeast Expressway  
Atlanta, Ga 30329  
770-234-9181 ext 1502

EXHIBIT A

EK 2,942 PG 627

WAKE COUNTY, NC 541  
LAURA M RIDDICK  
REGISTER OF DEEDS  
PRESENTED & RECORDED ON  
05/17/2007 AT 15:01:54

LIMITED POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS:

That GMAC MORTGAGE, LLC, a limited liability company organized and existing under the laws of the state of Delaware, and having its principal office located at 100 Witmer Road, in the city of Horsham, Commonwealth of Pennsylvania, hath made, constituted and appointed, and does by these presents make, constitute and appoint MORRIS, SCHNEIDER & PRIOR, LLC, a limited liability company organized and existing under the laws of the State of [Georgia], its true and lawful attorney-in-fact, with full power and authority hereby conferred in its name, place and stead and for its use and benefit, to make, sign, execute, acknowledge, deliver, file for record, and record any instrument on its behalf and to perform such other act or acts as may be customarily and reasonably necessary and appropriate to effectuate the following enumerated transactions in respect of any of the mortgages or deeds of trust (the "mortgage" and the "deed of trust," respectively) serviced by GMAC MORTGAGE, LLC.

This appointment shall apply to the following enumerated transactions only:

1. The modification or re-recording of a mortgage or deed of trust, where said modification or re-recording is for the purpose of correcting the mortgage or deed of trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the mortgage or deed of trust as insured.
2. The subordination of the lien of a mortgage or deed of trust to an easement in favor of a public utility investor or a governmental agency or unit with powers of eminent domain; this section, shall include the execution of partial satisfaction/releases, partial reconveyances or the execution of requests to trustees to accomplish same.
3. With respect to a mortgage or deed of trust, the foreclosure, completion of judicial or non-judicial foreclosure or termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts: (i) the substitution of trustee(s) serving under a deed of trust in accordance with state law and the deed of trust; (ii) statements of breach or non-performance; (iii) notices of default; (iv) notices of sales; (v) cancellations/rescissions of notices of default and/or notices of sale; (vi) the taking of a deed in lieu of foreclosure; (vii) the acceptance of a short payoff in lieu of foreclosure, and (viii) such other documents as may be necessary under the terms of the mortgage, deed of trust or state law to expeditiously complete said transactions.
4. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
5. The completion of loan assumption agreements.
6. The full satisfaction/release of a mortgage or deed of trust or full reconveyances upon payment and discharge of all sums secured thereby including without limitation cancellation of the related mortgage note.

Return to: Priority Trustee Services  
Attn: Ken Cavins  
1101 Nowell Rd.  
Raleigh, NC 27607

7. The full assignment of a mortgage or deed of trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including without limitation the assignment of the related mortgage note.
8. To receive, endorse, cash or deposit checks or other orders of payment, payable to the order of GMAC MORTGAGE, LLC, and to sign in its name, place and stead any such checks or orders of payment, but only such checks as relate to those mortgage loans serviced by GMAC MORTGAGE, LLC.

The undersigned gives to said attorney-in-fact full power and authority to execute such instruments and to do and perform all and every act and thing necessary and proper to carry into effect the power or powers granted by or under this limited power of attorney as fully as the undersigned might or could do, and hereby does ratify and confirm to all that said attorney-in-fact shall lawfully do or cause to be done by authority hereof.

Third parties without actual notice may rely upon the exercise of the power granted under this limited power of attorney; and may be satisfied that this limited power of attorney shall continue in full force and effect and has not been revoked unless an instrument of revocation has been made in writing by the undersigned. This limited power of attorney is granted as of April 1, 2007 and shall expire on April 1, 2009 if not revoked sooner as set forth herein.



Name: Bernard J. Smith  
Title: Vice-President



Commonwealth of Pennsylvania

County of Montgomery

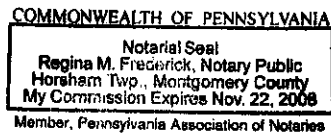
On April 11, 2007, before me, a notary public in and for the county of Montgomery and Commonwealth of Pennsylvania, personally appeared Bernard J. Smith personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she executed the same in his/her authorized capacity as Vice President of GMAC MORTGAGE, LLC and that by his/her signature on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

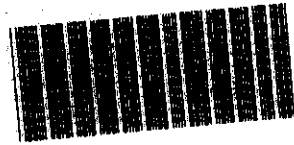
Witness my hand and official seal.



Notary's name typed or printed

My commission expires:





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Yellow probate sheet is a vital part of your recorded document.  
Please retain with original document and submit for rerecording.



**Wake County Register of Deeds**  
**Laura M. Riddick**  
**Register of Deeds**

**This Customer Group**  
\_\_\_\_\_ # of Time Stamps Needed

**This Document**  
\_\_\_\_\_ New Time Stamp  
\_\_\_\_\_ # of Pages

22.004-1/20/06